

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: DESIREE M. KAKOS)	
EVANGELOS G. KAKOS)	
<u>Debtors(s)</u>)	CHAPTER 13
)	
DAIMLER TRUST)	Case No.: 21-10217 (AMC)
<u>Moving Party</u>)	
)	Hearing Date: 9-14-21 at 11:00 AM
v.)	
)	11 U.S.C. 362
DESIREE M. KAKOS)	
EVANGELOS G. KAKOS)	
<u>Respondent(s)</u>)	
)	
WILLIAM C. MILLER)	
<u>Trustee</u>)	
)	

**STIPULATION OF SETTLEMENT OF MOTION OF DAIMLER TRUST FOR RELIEF
FROM THE AUTOMATIC STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for Daimler Trust ("Daimler"), and the Debtors having opposed such motion through their counsel, Brad J. Sadek, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

1. That Daimler is the owner and lessor of a 2020 Mercedes-Benz GLC 300 bearing vehicle identification number WDC0G8EB6LF711248.
2. That the Debtors are to pay counsel fees and costs for the instant Motion by making their regular monthly payment of \$589.15 plus an additional \$73.00 (total payment of \$662.15) per month for the months of October 2021 through March 2022 directly to Daimler. The Debtors are to make a regular monthly lease payment of \$589.15 for September 2021.
3. That September 2021, if the Debtors fail to make any payment to Daimler within thirty (30) days after it falls due, Daimler may send, via facsimile and regular mail, the Debtors and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.

4. That the Debtors must maintain insurance on the vehicle. The vehicle must have full comprehensive and collision coverage with deductibles not exceeding \$500.00 each. Daimler must be listed as loss payee. If the Debtors fail to maintain valid insurance, or fail to provide proof of same upon request, Daimler may send, via facsimile and regular mail, the Debtors and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
5. That upon lease maturity, the Debtors must either surrender the vehicle or purchase it in accordance with the lease end purchase option. At lease end, Daimler shall be entitled to immediate stay relief and may repossess (if necessary) and sell said vehicle without further application to the Court. The terms of this paragraph are deemed to be self-executing in nature.
6. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek
Brad J. Sadek, Esquire
Attorney for the Debtors

/s/ William E. Craig
William E. Craig, Esquire
Attorney for Daimler Trust